

STIPULATED AGREEMENT FOR MACE RANCH PARK DEVELOPMENT

This agreement is made on the 70 day of MARCH, 1992 by MACE RANCH PARK (MRP), who is the owner of record of certain property situated in the City of Davis, County of Yolo, State of California, described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property") and by the California Department of Toxic Substances Control ("DTSC"), as follows:

The Property is adjacent to the Frontier Fertilizer site which is the subject of an ongoing investigation and remediation by DTSC. Pursuant to California law, portions of the property within 2000 feet of Frontier Fertilizer are subject to the hazardous waste/border zone property provisions contained in Health & Safety Code Section 25220, et seq.. This agreement was developed to support the border zone property determination process and was initiated by MRP under the terms and conditions of the statute as it existed prior to January 1, 1991. DTSC has acknowledged that MRP is not a responsible party liable for the response costs of investigation and cleanup at the Frontier Fertilizer site. MRP acknowledges that it may have independent statutory liability for contamination which may originate on the Property. Also, MRP desires to cooperate and ensure that the Property is used in such a manner so as to protect the present and future public health and safety. Finally, it is MRP's intent by this agreement to avoid adversely impacting the investigation and remediation activities conducted by DTSC at the Frontier Fertilizer site.

MRP and DTSC agree that:

1. Barriers

MRP will construct and maintain fencing, gates and barriers as necessary to protect the monitoring wells and to restrict entry to the property adjacent to the Frontier Fertilizer site. Fencing has been proposed in such a manner to ensure that all monitoring wells will be accessible by DTSC personnel. These are set forth more fully in the attached map (See Exhibit "B").

2. Warnings

MRP will maintain warning signs specifying no trespassing on those portions of the Property which have been fenced off.

3. Fill Materials

MRP will ensure that fill materials will be placed in such a manner to avoid impact to DTSC investigation and remediation activities on the Frontier Fertilizer site. Fill

will not be placed closer than 50 feet adjacent to the Frontier Fertilizer property border. In addition, fill will not contain materials which will adversely affect the use of hollow stem auger equipment. MRP will prepare and submit a base map to DTSC of adequate scale showing ground surface elevation on the property within a 1000 foot radius from the northwest corner of the property border between MRP and Frontier Fertilizer as they exist on the date of this Agreement. MRP will prepare and on request submit to DTSC as-built drawings consistent with the base map described above, showing placement of fill material or excavation of existing soil. MRP will provide, upon request, maps showing original property elevations and as-built drawings.

4. DTSC Access

MRP will provide a reasonable right-of-access to the lots adjacent to the Frontier Fertilizer site for DTSC activities. MRP will ensure that no equipment, buildings or obstructions other than the aforementioned fencing (See Paragraph 1, above.) are placed within 50 feet of the Frontier Fertilizer/MRP property border to allow for DTSC access. Further, such right of access for DTSC shall continue for a reasonable period of time. Thereafter, consistent with the development plans, MRP may initiate construction activities while still providing for DTSC access. However, MRP will provide written notice to DTSC prior to any change in access.

5. MRP Well No. 2

MRP will abandon Well No. 2 in accordance with DTSC procedures. After Well No. 2 is abandoned, MRP will select an alternate location for a well to meet its requirements for the project consistent with the provisions of the deed restriction.

6. Monitoring Well - 12

Previous investigations have identified detectable amounts of carbon tetrachloride (CCl_4) in the MW-12 cluster. MRP will provide a report of recent investigations within three months of the date of this Agreement to DTSC. MRP agrees that prior to subsequent phases of development on the eastern portion of Lot 10, it will submit an investigation work plan, for DTSC review and approval, to investigate the extent of CCl_4 contamination for purposes of assessing potential current and future public health risks and to determine the source of the previously detected carbon tetrachloride. Upon DTSC approval, MRP will implement the workplan in accordance with an agreed upon time schedule.

7. Groundwater Gradient

Prior to subsequent phases of MRP development on Lot 10A that may require installation of additional water supply wells, information may be required in the vicinity of the Frontier Fertilizer site about localized hydraulic gradient and groundwater flows in the A-1 aquifer (110 to 130 feet below ground surface). Further evaluation of localized groundwater phenomenon in the A-1 aquifer is needed. This will be conducted to provide additional information to the Department and resolve current data and the apparently anomalous information derived from MW-2B. MRP will submit an investigation workplan for DTSC approval. Upon approval MRP will implement the workplan in accordance with an agreed upon time schedule.

8. Soil Vapor Confirmation Sampling

Prior to development of property within 2000 feet of the Frontier Fertilizer site a soil vapor confirmation sampling plan will be submitted to the Department in support of the MRP Risk Assessment. The potential risk was calculated using literature values for model parameters as well as chemical analysis of vapor samples collected from the site. To confirm these results, a statistically significant number of vapor samples will be collected, analyzed and compared to the results of the sensitivity analysis presented in the March, 1991 addendum to the Risk Assessment. The sampling plan shall be subject to review and approval by DTSC and will be performed in accordance with a mutually agreeable time schedule.

9. Well Maintenance

It is expressly agreed and understood that MRP will maintain its monitoring wells and agree to the repair of any monitoring wells damaged as a result of its activities. DTSC shall be responsible for the repair and maintenance of all other monitoring wells not constructed, developed or damaged by MRP. MRP agrees to allow DTSC to use the groundwater monitoring wells MRP constructed. Finally, all existing agricultural wells on property owned by MRP shall be properly abandoned by MRP in accordance with DTSC specified procedures.

The foregoing sets forth the complete understanding and agreement between the parties and serves as a merger and integration of all previous understandings whether oral or written.

In order to be effective, any subsequent modifications shall be in writing and signed by both parties.

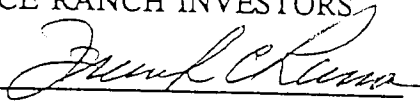
IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

RAMCO ENTERPRISES,
a California corporation

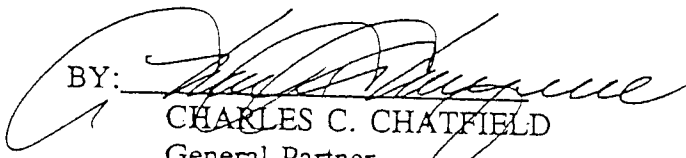
BY: 
FRANK C. RAMOS, President

3-17-92
Date

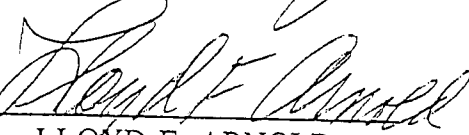
MACE RANCH INVESTORS

BY: 
FRANK C. RAMOS
General Partner

3-17-92
Date

BY: 
CHARLES C. CHATFIELD
General Partner

3/20/92
Date

BY: 
LLOYD F. ARNOLD

3-18-92
Date

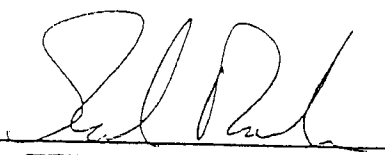
BY: 
MARVIN L. OATES

3-17-92
Date

BY: 
CLARA K. MASSEY
IE

3-17-92
Date

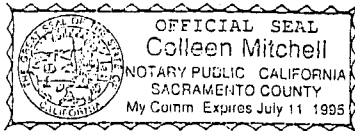
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

BY: 
TED RAUH
Acting Deputy Director

3/11/92
Date

STATE OF CALIFORNIA
COUNTY OF Sacramento

All-Purpose Certificate
Civil Code Section 1190



On this date, March 17, 1992, before me, Colleen Mitchell, a Notary Public, State of California, duly licensed and sworn, personally appeared Marvin L. Oates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

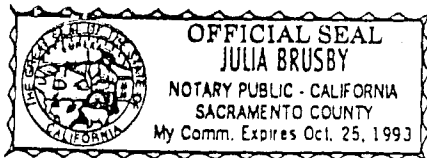
Colleen Mitchell

_____, Notary Public, State of California

My commission expires 7-11-95

STATE OF CALIFORNIA
COUNTY OF Sacramento

All-Purpose Certificate
Civil Code Section 1190



On this date, March 17, 1992, before me, Julia Brusby, a Notary Public, State of California, duly licensed and sworn, personally appeared Clara K. Massie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

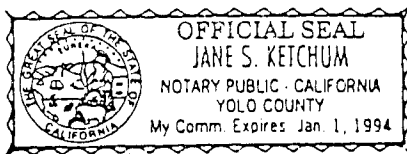
Julia Brusby

_____, Notary Public, State of California

My commission expires 10-25-93

STATE OF CALIFORNIA
§
COUNTY OF YOLO

All-Purpose Certificate
Civil Code Section 1190



On this date, March 17, 1992, before me, Jane S. Ketchum, a Notary Public, State of California, duly licensed and sworn, personally appeared Frank C. Ramos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

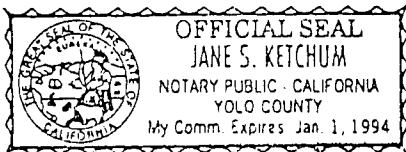
WITNESS my hand and official seal.

Jane S. Ketchum, Notary Public, State of California

My commission expires January 1, 1994

STATE OF CALIFORNIA
§
COUNTY OF Yolo

All-Purpose Certificate
Civil Code Section 1190



On this date, March 20, 1992, before me, Jane S. Ketchum, a Notary Public, State of California, duly licensed and sworn, personally appeared Charles C. Chatfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

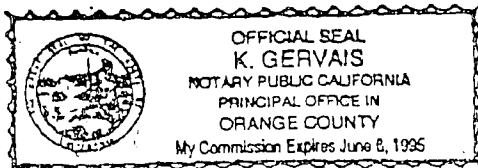
WITNESS my hand and official seal.

JANE S. KETCHUM, Notary Public, State of California

My commission expires JAN. 1, 1994

STATE OF CALIFORNIA
§
COUNTY OF Orange

All-Purpose Certificate
Civil Code Section 1190



On this date, March 18, 1992, before me, K. Gervais, a Notary Public, State of California, duly licensed and sworn, personally appeared Lloyd F. Anrold, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____, Notary Public, State of California

My commission expires 6/6/95

EXHIBIT "A"

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

The land referred to in this Report is situated in the State of California, County of Yolo, and is described as follows:

Lots 1 through 14, both inclusive, as shown upon that certain map entitled, "Subdivision No. 3826, Mace Ranch Park," filed in the office of the County Recorder of the County of Yolo, State of California, on December 19, 1990 in Book 16 of Maps, at page 52.

EXCEPTING FROM Lots 1, 2, 12, 13, 14 and a portion of Lots 3, 10 and 11; all gas, oil, and hydrocarbon substances and all leases pertaining thereto, lying below a depth of 500 feet measured vertically from the surface of the above parcel, as reserved in Deed from Yolo Properties No. 1, a limited partnership, recorded October 14, 1977 in Book 1277 of Yolo County Official Records, at page 79.

EXCEPTING FROM Lots 4, 5, 8, 9 and a portion of Lots 3, 5, 10 and 11, an undivided 1/2 interest in and to all oil, gas, hydrocarbons land other minerals and mineral rights, below a depth of 500 feet, without the right of surface entry, as excepted in Deed executed by Erma Mace, et al, recorded August 22, 1975 in Book 1158 of Yolo County Official Records, at page 75.

